

CITATION BY PUBLICATION.

The State of Texas, in the District Court Tarrant County, Texas, July Term, A. D., 1919.

To the Sheriff or Any Constable of Tarrant County, Greeting:

You are hereby commanded, That by making publication of this Citation in some newspaper published in the County of Tarrant four weeks previous to the return day hereof, you summon Cleo C. Ash, whose residence is unknown to appear before the District Court, to be holden in and for the County of Tarrant, at the Court House thereof, in the City of Fort Worth, on the first Monday in July, A. D. 1919, the same being the 7th day of said month, then and there to answer the petition of Mrs. Mary L. Ash as plaintiff, filed in said court on the 27th day of May A. D. 1919, Cleo C. Ash as defendant, said suit being numbered 49265, the nature of which demand is as follows, to-wit:

That on or about the 7th day of October, 1918, in McGregor, McClelland County, Texas, plaintiff then a single woman by the name of Mary L. Frady, was lawfully married to defendant a single man; that they continued to live together as husband and wife until on or about the 22nd day of May 1919, while living at Fort Worth, Tarrant County, Texas, defendant left the plaintiff with the intention of permanently abandoning her, since time they have not lived together as husband and wife.

Plaintiff alleges that during the time that she and defendant lived together as husband and wife, she was kind and affectionate toward him, looked after the household affairs and always treated him with kindness and in a dutiful and wifely manner, but defendant unmindful of his duties and obligations of his marital vows, about three months prior to their separation began a course of harsh, cruel and tyrannical treatment which continued until plaintiff was forced and compelled to permanently abandon said defendant; that on or about the 25th day of March, defendant struck plaintiff, locked her in her room and cursed and abused her; that again on the 22nd day of May, 1919, defendant cursed and abused the plaintiff, calling her a D-B—and other ugly names; and that he contracted some form of venereal disease so that it became dangerous to longer stay with him; that he openly carried pictures of other women and boasted that they were his girls, all of which actions and conduct were wholly without cause on the part of this plaintiff. Wherefore plaintiff prays the court that defendant be cited to appear and answer herein and for judgment dissolving said marriage relations, for cost of suit, and for such other and further relief, special and general, in law and in equity, that she may be justly entitled to, etc.

Herein Fail Not, but have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

Witness, Mrs. G. Frank Coffey, Clerk of the District Court of Tarrant County.

Given under my hand and seal of said Court in Fort Worth, this 25th day of May A. D. 1919.

(Seal) MRS. G. FRANK COFFEY, Clerk District Court, Tarrant County, Texas.

By G. S. Williams, Deputy.

CITATION BY PUBLICATION.

The State of Texas, in the District Court Tarrant County, Texas, August Term, A. D. 1919.

To the Sheriff or Any Constable of Tarrant County, Greeting:

You are hereby commanded, That, by making publication of this Citation in some newspaper published in the County of Tarrant four weeks previous to the return day hereof, you summon Elwood Vaul, whose residence is unknown, to be holden in and for the County of Tarrant, at the Court House thereof, in the City of Fort Worth, on the first Monday in August, A. D. 1919, the same being the 4th day of said month, then and there to answer the petition of Alice Vaul as plaintiff filed in said Court, on the 4th day of June A. D. 1919, against Elwood Vaul, as defendant, said suit being numbered 49327, the nature of which demand is as follows, to-wit:

That on or about the 7th day of December, 1918, plaintiff and defendant were duly and legally married in the County of Dallas, State of Texas, and continued to live together as husband and wife until about the 17th day of January, 1919, that at all times while plaintiff and defendant lived together as husband and wife plaintiff conducted herself with propriety, doing her duty as a wife, and at all times treated the defendant with kindness and forbearance and has been guilty of no act bringing about or causing the hereinafter described acts, omissions and commissions on defendant's part.

That defendant disregarded the solemnity of his marriage vows, and his obligation, and within a short time after their marriage commenced a course of unkind, harsh and tyrannical conduct towards her, which continued until she finally separated from him, that he was guilty of excesses, cruel treatment and outrageous conduct towards her of such a nature that rendered their further living together insupportable.

Wherefore, premises considered, plaintiff prays that defendant be cited to appear and answer herein, that upon final hearing plaintiff have judgment dissolving the marriage between plaintiff and defendant, that she be restored to her former name, and for such other and further relief as the court shall think proper to grant, and as plaintiff may be entitled to, either at law or in equity, and for costs of suit.

Herein Fail Not, but have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

Witness, Mrs. G. Frank Coffey, Clerk of the District Court of Tarrant County.

Given under my hand and seal of said Court in Fort Worth, this 4th day of June A. D. 1919.

(Seal) MRS. G. FRANK COFFEY, Clerk District Court, Tarrant Co. Texas.

By G. S. Williams, Deputy.

NOTICE OF TRUSTEE'S SALE.

Notice is hereby given, that whereas by his certain deed of trust, dated 23rd day of May, 1913, filed for record in the office of the County Clerk of Tarrant County, Texas, on the 23rd day of April A. D. 1914, and recorded in Volume 127, Page 45, of the Deed of Trust Records of said Tarrant County, Texas, That J. Edward Johnson sold and conveyed unto me, W. K. Ward, as Trustee for Mrs. Ada B. King, the property and real estate, hereinafter and in said deed of trust fully described, for the purpose of securing and enforcing the payment of one promissory note, executed by J. Edward Johnson, of which the following is a substantial copy:

One note in the sum of \$800.00 dated May 25th, 1913, executed by J. Edward Johnson, payable to Mrs. Ada B. King, on or before four years from date with interest at the rate of 8 per cent per annum. Provides for 10 per cent attorney's fees if placed in the hands of an attorney for collection payable to the order of Ada B. King, with interest thereon at the rate of 8 per centum per annum, until paid.

And whereas, said deed of trust specially provides that if any part of said debt should not be paid when due, or should any installment of interest thereon remain due and unpaid for more than ten days after date of its maturity, then at the option of the payee in said note or the holder thereof, exercised at any after such default, said note shall immediately become due and payable, without further notice, and I, as Trustee, as aforesaid, was fully empowered and authorized by the grantor in said deed of trust, and it was made my special duty, at the request of the holder of said note, at any time made after default as aforesaid, to proceed to advertise and to sell said property in the manner and form as provided by said deed of trust, and for the powers and authority in me vested by said Deed of Trust, and for the provisions and conditions set forth in said deed of trust.

And whereas of said series of notes, Note that one note of \$800.00 due May 25th, 1917, is now more than ten days past due and no payments either of principal or interest on said indebtedness secured by said deed of trust have been made except as follows, viz: Interest payable annually, interest paid up to May 28, 1914; \$10.00 paid May 10, 1915; \$20.00 paid May 5, 1915; \$10.00 paid Jan. 8, 1916; \$25.00 paid Jan. 26, 1916, and although same has been demanded, the maker of said note failed and refused to pay the same.

And whereas, after such default made in the payment of said indebtedness, as hereinbefore stated, and prior to the request to me to sell said property, as hereinbefore set forth, the owner and holder of said note did elect to declare and did declare all of said indebtedness secured by said deed of trust, due and payable, by reason of which the same is wholly due and payable, no payments having been made on same, except as above stated.

And whereas, after so declaring the entire indebtedness secured by said deed of trust so due and payable, the owner and holder of said note did request, instruct and authorize me, as Trustee, to proceed to advertise and to sell said property, for the purpose of paying and satisfying said indebtedness, together with the costs of executing such trust, as in said deed of trust provided.

Now, therefore, I, as Trustee, as aforesaid, by virtue of the powers in me vested by said Deed of Trust, and for the purpose of paying off said indebtedness and expenses, and at the request of the owner and holder of said note as aforesaid hereby give the notice as provided for in said deed of trust; and I will sell the premises hereinbelow and in said deed of trust described, at public auction, to the highest bidder for cash, at the Court House door, of Tarrant County, Texas, between the hours of 10 o'clock A. M. and 4 o'clock P. M., on the first Tuesday in July A. D. 1919, the same being the 1st day of July A. D. 1919, and will deliver to the purchaser or purchasers thereof, a deed conveying said property, and binding on the grantor in said deed of trust, in absolute warranty, so far as I am empowered or authorized so to, as such Trustee.

Said premises are described as follows, viz:

All that certain lot, tracts or parcels of land lying and being situated in the County of Tarrant, State of Texas, and known as Lots No. Twenty-two (22) and Twenty-three (23) in Block No. Twenty (20) Graham Park Addition to the City of Fort Worth, Tarrant County, Texas. Witness my hand, at Waxahachie, Texas, this 4th day of June, 1919.

W. K. WARD, Trustee.
Posted 4th day of June, 1919.

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